

March 29, 2010

**Via Electronic Filing**

Mr. Charles Terreni, Chief Clerk  
South Carolina Public Service Commission  
Synergy Business Park  
101 Executive Center Drive  
Columbia, South Carolina 29210

Re: United Telephone Company of the Carolinas LLC d/b/a CenturyLink  
General Subscriber Services Tariff

Dear Mr. Terreni:

Enclosed for filing, please find revisions to the United Telephone Company of the Carolinas LLC d/b/a CenturyLink General Subscriber Services Tariff. These revisions are submitted with a March 29, 2010 issue date and a proposed effective date of April 5, 2010.

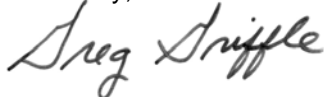
The tariff pages enclosed for review and approval are as follows:

Section U2	Eighth Revised	Page 19
	Fifth Revised	Page 20

This filing includes language to clarify the Company's limitations of liability regarding service irregularities resulting from unauthorized access or hacking.

If you have questions regarding this filing, you may call me at (913) 345-7535.

Sincerely,



Greg Griffle

Attachment

cc: Zel Gilbert  
Ann Prockish  
Susan Masterton

SC 10-03

**Greg Griffle**  
Tariff Analyst  
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## GENERAL SUBSCRIBER SERVICES TARIFF

United Telephone Company of the Carolinas  
d/b/a CenturyLink

Eighth Revised Page 19  
Cancels Seventh Revised Page 19

ISSUED: March 29, 2010

EFFECTIVE: April 5, 2010

### U2. GENERAL REGULATIONS

#### U2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

##### U2.4.5 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Company for or by reason of the use of the streets, alleys or public places of a municipality or political subdivision of, for or by reason of the operation of the Company's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Company, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits, or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreement or arrangement now in effect.

##### U2.4.6 RECOVERY OF COLLECTION COSTS—BUSINESS

Any Customer subscribing to Business services under this tariff (a "Business Customer") is responsible for all collections costs, including but not limited to attorney's fees, incurred by the Company in recovering any amounts due and owing to the Company by the Business Customer. In the event of the Business Customer's bankruptcy, the Company may assert its claim for collections costs and attorneys' fees under this tariff as a claim against the Business Customer's bankruptcy estate.

#### U2.5 LIABILITY OF THE COMPANY

##### U2.5.1 SERVICE IRREGULARITIES AND DAMAGES

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors in defects in transmission or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.

The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the Company was aware or should have been aware of the possibility of these damages.

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(M) Material previously appearing on this page now appears on Fifth Revised Page 20.

## GENERAL SUBSCRIBER SERVICES TARIFF

United Telephone Company of the Carolinas  
d/b/a CenturyLink

Fifth Revised Page 20  
Cancels Fourth Revised Page 20

ISSUED: March 29, 2010

EFFECTIVE: April 5, 2010

### U2. GENERAL REGULATIONS

#### U2.5 LIABILITY OF THE COMPANY (Cont'd)

##### U2.5.1 SERVICE IRREGULARITIES AND DAMAGES (Cont'd)

**UNAUTHORIZED ACCESS AND HACKING** - Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

(N)

(N)

##### U2.5.2 USE OF FACILITIES OF OTHER CONNECTING CARRIERS

When facilities of others are used in establishing connections to points not reached by this Company's facilities, the Company is not liable for any act or omission of others furnishing such facilities.

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##### U2.5.3 INDEMNIFYING AGREEMENT

The Company shall be indemnified and saved harmless by the subscriber or subscribers against claims for libel, slander or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

##### U2.5.4 DEFACEMENT OF PREMISES

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.

##### U2.5.5 PERIOD FOR THE PRESENTATION OF CLAIMS

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty (60) days after the alleged delinquency occurs.

##### U2.5.6 EQUIPMENT IN EXPLOSIVE ATMOSPHERE

- a. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction or any property, whether owned by the subscriber or others, caused or claimed to have caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.

(M) Material now appearing on this page previously appeared on Seventh Revised Page 19.